



**Memorandum of Understanding
For the Establishment of the NWCG Wildland Firefighter Standard
Between
Texas A&M Forest Service
And
The Austin Fire Department**

This Memorandum of Understanding (MOU) is dated the 6 day of March, 2014, and is between the Austin Fire Department ("Cooperator") and the Texas A&M Forest Service, an agency of the state of Texas and a member of The Texas A&M University System ("TFS").

Definitions

- Director: The Director of TFS.
- South Central Forest Fire Compact: A compact between TX, OK, LA, and MS, established by Federal Law and ratified by the respective state legislatures that provides for sharing of each state's wildland fire suppression personnel and equipment.
- National Wildfire Coordinating Group here after referred to as (NWCG): A consortium of Federal and state wildland fire agencies that includes the TFS which establishes the National firefighter qualification standard.
- Incident Management Teams here after referred to as (IMTs): A qualified group of emergency responders specifically trained and qualified by virtue of training and experience to manage wildfire and other incidents
- Qualification Board: a select group of individuals qualified to review the training and experience records of wildland fire personnel trainees and determine the qualifications attained.
- PMS 310-1: The publication of the NWCG that contains the minimum requirements for wildland fire positions.
- PPE: Personal Protective Equipment.

Authorities

- TFS is the state signatory to the NWCG under Texas Education Code 88.120 and supports that standard for state wildland firefighters and Fire Departments in Texas.
- TFS may cooperate with the United States Forest Service and other Federal agencies under Texas Education Code 88.106 (a);
- Is responsible for wildland fire training within the State under Texas Education Code 88.120;
- Has responsibility to establish Incident Management Teams under Texas Education Code 88.122;

- And, further provides and receives support through the South Central States Forest Fire Compact in suppression of wildfires as requested by member states under Texas Education Code 88.112 and 88.116.

Purpose

This MOU is entered into with the intent of establishing the National Wildfire Coordinating Group (NWCG) Training and Qualification Standards contained in the current or latest version of PMS 310-1 as the wildland qualification standard for the Cooperator. The fire potential and the amount of property within the area protected by the cooperator fosters the need to have local fire agency personnel qualified to a higher wildland fire standard to assure that adequate well trained and physically prepared fire personnel can be deployed to meet a local and state wildfire response need. This MOU could represent both a cost saving and public safety measure for the people of Texas. Benefits include increasing the number of wildland fire personnel in the state, increasing the capability of the cooperator to more effectively deal with wildfire response, and reduce loss of life and property at the local level. The MOU could further enhance the State's ability to assist other state and Federal agencies on wildfires and all risk incidents by increasing the number of NWCG fully qualified wildfire personnel to assist outside the state on incidents of National and Regional significance.

Responsibilities under the MOU

TFS shall:

- Provide NWCG qualified trainers to conduct training courses.
- Provide NWCG instructor training to local fire personnel as needed to allow them to instruct.
- Establish a State Qualification Review board consisting of 3 representatives from the TFS, 1 representative from the United States Forest Service, 1 representative from the State Firemen's & Fire Marshal's Association and 1 representative from the Texas Fire Chiefs Association to review instructor and individual qualifications within the participating agency.
- Conduct audits of training records, taskbooks and qualifications at the discretion of the TFS.
- Status qualified individuals/resources within the Resource Ordering System.
- Recognize, where possible, the Prior Learning of individuals within the Cooperators personnel that is accepted within the NWCG standard.
- Provide a qualified Strike Team Leader – Engines (STEN) or Crew Representative (CREP) when deemed necessary by TFS.

The Cooperator shall:

- Designate a training officer that will determine the training and taskbook needs of the Cooperator's personnel and coordinates with the State Qualification Review Board.

- Follow all course and taskbook requirements as described in the latest version of the NWCG PMS 310-1.
- Develop NWCG qualified instructors to teach at the 100, 200 and 300 course level.
- Follow the fitness standard established by the NWCG for the respective positions and administer the Work Capacity Test as prescribed by the NWCG..
- Work toward the establishment of at least one Fire Hand Crew and/or one Strike Team of Engines.
- Follow all NWCG annual requirements for refresher training and fitness testing.
- Enter training and experience that lead to NWCG qualifications in the TFS firefighter records in the Incident Qualification System when they are Review Board approved.
- Issue cards of qualification (Red Cards) to those fire personnel that attain any or all respective NWCG qualifications as approved by the Review Board up to the NWCG position of Strike Team Leader.
- Provide the appropriate PPE for the respective incident assignment.

Termination

Either party may terminate this MOU at any time by giving written notice to the other party of such termination and specifying the effective date, thereof, at least thirty (30) days before the effective date of such termination. Otherwise, this MOU remains in effect for a period of five years from the date of last signature.

Parties Responsible for their own Acts

Each party agrees that it will be responsible for its own acts and the results thereof and each party shall not be responsible for the acts of the other party; and each party agrees it will assume to itself risk and liability resulting from their own acts under this MOU.

Permits and Laws

The parties shall acquire and maintain in good standing all permits, licenses and other entitlement necessary to the performance under this MOU. All actions taken by the parties under this agreement shall comply with all applicable laws, statutes, ordinances, rules and regulations.

Non-Waiver

The failure of the Cooperator, or the State, at any time to enforce a provision of this MOU shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this MOU or any part thereof to enforce each and every protection hereof.

Modifications

The parties, from time to time may agree to modifications in the scope of services to be performed under this MOU. All modifications to the agreement shall be incorporated by written amendments to this MOU and approved by all signatories prior to effect.

Fair Intent

The parties following negotiations between them have jointly drafted this MOU. It shall be construed according to the fair intent of the language as a whole, not for or against any party. This MOU is not a fiscal document and no funds will be expended or exchanged under its provisions.

Severability

In the event a provision of this MOU is found to be unenforceable or void for any reason, it shall be considered as severed from this MOU, and the remaining portions of this agreement shall stand as if that provision had never been included in the MOU.

Notice

All legal notices relating to this MOU, including change of address shall be mailed to the parties at the following addresses:

TFS
Texas A&M Forest Service
200 Technology Way
College Station, TX 77845
ATTN: Tom Boggus, Director and State Forester

COOPERATOR
Austin Fire Department
4201 Ed Bluestein Blvd.
Austin, TX 78721
ATTN: Jim Linardos, Assistant Director

IN WITNESS WHEREOF, the Texas A&M Forest Service and Cooperator have executed and delivered this Agreement to be effective as of the Effective Date.

Texas A&M Forest Service**Austin Fire Department**

By: _____


Director and State Forester

By: _____

Date: 3-9-14

Date: _____